

1 BILL NO. S-76-01-20

2 SPECIAL ORDINANCE NO. S- 28-76

3 AN ORDINANCE approving a contract with
4 Brudi Stone & Gravel Company and Civil
5 City for blanket purchase order
6 for emergency snow removal.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
8 WAYNE, INDIANA:

9 SECTION 1. That the contract between the City of Fort
10 Wayne, by and through its Mayor and the Board of Public Works and
11 Brudi Stone & Gravel Company for:

12 Civil City Purchase Order #3-32544
13 Emergency Snow Removal (as required)

14 all as more particularly set forth in Civil City Purchase Order #3-32544
15 and which is on file in the Office of the Department of Purchasing and
16 is by reference incorporated herein, made a part hereof and is hereby
17 in all things ratified, confirmed and approved.

18 SECTION 2. This Ordinance shall be in full force and
19 effect from and after its passage and approval by the Mayor.

20 
21 Councilman

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33 APPROVED AS TO FORM
34 AND LEGALITY,
35 
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Z. Shaw, and duly adopted; read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 1-13-76 Charles W. Whitman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Shiga, and duly adopted, placed on its passage. Passed (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-HIT
TOTAL VOTES	<input checked="" type="checkbox"/> 8	<input checked="" type="checkbox"/> 0	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HUNTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: 1-27-76 Charles W. Whitman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-28-76 on the 27th day of January, 1976.

ATTEST: (SEAL) James Stier
Charles W. Whitman CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of January, 1976, at the hour of 10:00 o'clock P. M. E.S.T.

Charles W. Whitman
CITY CLERK

Approved and signed by me this 28th day of January, 1976, at the hour of 4:30 o'clock P. M. E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-76-01-20

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with Brudi Stone & Gravel Company and Civil
City for blanket purchase order for emergency snow removal

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

Winfield C. Moses, Jr.
Donald J. Schmidt
Vivian G. Schmidt
Paul M. Burns
William T. Hinga

DATE 1-27-76 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

memo from

Purchasing Department

December 29, 1975

Board of Public Works
9th Flr., City-County Bldg.

Attention: Edna Smith

Subject: Bid Ref. #690, Snow Removal

Attached is a copy of the successful bidders.

Brudi Stone & Gravel Company and Graves Trucking Company (P.O. B3-32544)

Blanket Purchase Order for Emergency Snow Removal Equipment as required.

Tabulation sheet is attached.

A. T. Semetoff

REF. NO. 690
CLOSING DATE 12-18-75
FROM _____ TO 5-31-75

A/A on file
Brudi Stone and
Gravel Company

H/A Attached
Graves Trucking
N-30

af. OK
Cent. Ins. Attached

[illegible]

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

all replies and correspondence, etc. to Attn. of A.T. Demetoff - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department _____ Street Department
Division _____ 231 South Clinton Street
Address _____ Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

opening _____
time of Bids _____ Thursday - December 18, 1975 - 11:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34502. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 16 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Unit	Materials, Supplies, Equipment or Service	Unit Price	Total Amount
	Hired Construction Equipment for Snow Removal:		
	Grader, Loaders, Bulldozers and Trucks, Rate Table Schedule #1		
	Unlisted Usable Equipment, Rate Table Schedule #2		
	The enclosed Non-Collusion Affidavit must be completed and returned as part of your bid.		
	Each Bidder must submit a current 1975 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
	Specify which: On File: _____ Attached: <input checked="" type="checkbox"/>		

Bond required ☒ NO ☐ YES ☐ Performance Bond ☐ YES ☐ NO ☐
See Instruction item No. 16 on reverse side hereof.
_____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Graves Trucking, Inc.
For _____ Name of Company
Title _____
Address 2422 Lakeside Rd.
Ft. Wayne, Ind. 46802 Date _____

Page 1 of 12

Ref. No. 690

Date December 5, 1975

Date wanted _____

Fund 880-252
Appropriation No. _____

INDEX

	Page	Article
Price	3	(2)
Special Note	3	(3)
Contract Period	3	(4)
Invoicing	3	(5)
Contract Award	3	(6)
Equipment to be Considered	4	(7)
Government Regulations	4	(8)
To be Furnished	4	(9)
Operation	4	(10)
Subject to Call	4	(11)
Travel Time	5	(12)
Break-Down	5	(13)
Inspection	5	(14)
Liability for Equipment	5	(15)
Subcontract	6	(16)
Contractor Insurance	6	(17)
Removal of Equipment	6	(18)
Bidders Proposal - Schedule 1	8	(19)
Schedule 2 - Equipment Not Listed in Schedule 1	9	(20)
Affidavit	10	
Request for Publication	11	
Proposal and Bid Surety Form	12	

HIRED CONSTRUCTION EQUIPMENT FOR SNOW REMOVAL

- (1) For furnishing during the period of the contract and at the prices indicated the requirements of the service listed herein, which may be required by the City of Fort Wayne. The durations and frequency of such service requirements shall depend entirely on the snow fall and the decision of the Board of Public Works, or its agent, the Street Department, to activate this stand-by service.
- (2) PRICE:
Prices should be quoted on the enclosed "Quotation Sheet". To be considered, the bidder must list all data requested for the equipment he proposes to furnish.
- (3) SPECIAL NOTE:
Contractor will be required to furnish equipment as the need arises from a snow which is sufficiently heavy to require hiring of equipment and only if he has the equipment available and only if ordered by authorized representatives of the Board of Public Works or the Street Commissioner.
- (4) CONTRACT PERIOD:
The contract period shall start from the date of the contract award and terminate on May 31, 1976.
- (5) INVOICING:
Duplicate invoices must be submitted with the City's Standard Claim Form and shall be issued to the Board of Public Works, Room 926 City-County Building, One Main Street.
- (6) CONTRACT AWARD:
The City reserves the right to reject any or all bids or to award one or more contracts whichever in the opinion of the awarding authority is in the best interest of the City.

EQUIPMENT TO BE CONSIDERED:

Graders - Loaders - Trucks - Bulldozers.

Quotations and equipment proposed to be furnished by the bidder shall be listed on the quotation sheet herein.

GOVERNMENT REGULATIONS:

The equipment and operation thereof shall comply with all Federal, State, County and City Regulations governing such equipment and the operation thereof.

The contractor shall indemnify and save harmless the City of Fort Wayne, its officers, agents and servants against any claim or liability arising from or based on a violation of any governmental regulation or misuse of the equipment whether by himself, his employees, subcontractor, or employees of the subcontractor.

TO BE FURNISHED:

For each unit the contractor shall furnish an experienced and properly licensed operator and all necessary oil, grease, fuel, maintenance and repairs to keep the equipment in first class operating condition.

OPERATION:

The operation and equipment of the contractor shall be subject to supervision by the City as to the work to be performed; however, the City representatives shall in no way instruct the operator nor shall the operator accept any instruction to use the equipment in any fashion which the contractor deems to be against good equipment practice.

The contractor and or his operator shall be solely responsible for any damage to his equipment as a result of operating under this contract.

SUBJECT TO CALL:

The equipment shall be subject to call if available any time, day or night, and the Board of Public Works or the Street Department will give as much advance notice as possible. The equipment will then report to

the point or location then specified within the city limits of the City of Fort Wayne.

The equipment will be subject to call on Holidays and Sundays for which will be paid the Holiday or Sunday rate.

TRAVEL TIME (PORTAL TO PORTAL) - HOURLY RATE:

The hourly rental rate will commence at the time the operator and equipment reports to the work site specified by the City.

For the trip from the contractors yard to the work site and return the city will pay a flat one time travel allowance of (\$5.00) five dollars for each call-in --- for each vehicle authorized, provided, the operator and equipment arrives at the location specified not more than (2) two hours after the time specified in the notice to report.

BREAK-DOWN:

The equipment shall be in good mechanical, safe and operating condition. The City will not pay for any time lost due to break down of contractors equipment or while repairs are being performed on such equipment.

INSPECTION:

Before awarding a contract the city reserves the right to inspect contractors proposed equipment. In addition the city reserves the right to inspect said equipment despatched to the work site, for safety purposes. Such inspection shall in no way relieve the contractor of his responsibility to furnish equipment in compliance with all of the requirements of the contract.

LIABILITY FOR EQUIPMENT:

All liability in connection with the operation of the equipment shall rest with the contractor. The city will not be responsible for any accidents. However, upon satisfactory proof, the Board of Public Works may assume repair charges not to exceed \$500.00 for damage to grader blades or buckets during the snow removal when such damage is not due

o the negligence of the operator. The allowance or disallowance of his item shall rest entirely with the Board of Public Works.

UBCONTRACT:

he contractor shall not assign or subcontract all or any part of this contract without first securing from the city, written approval for each subcontractor. Such approval if granted shall not release the prime or principle contractor from the terms of this agreement.

CONTRACTOR INSURANCE:

he contractor shall submit with his bid, a certificate or certificates of insurance showing adequate insurance coverage in the following categories;

1. Workmens Compensation Insurance or proof of compliance with the Indiana Workmens Compensation Act.
2. Public Liability; Bodily Injury and Property Damage.

The recommended amounts are as follows;

Bodily Injury	Property Damage & Liability
Each Person \$100,000.00	Each accident \$ 50,000.00
Each Accident \$300,000.00	Aggregate No Limit

REMOVAL OF EQUIPMENT:

On completion of each work assignment the contractor or his representative shall report to the city's representative in charge for further assignment or notice to discontinue the operation. No equipment shall be removed from the city's property except on order of the city. Whenever a snow-emergency has been declared by the Mayor the contractors equipment listed herein if not engaged in regular construction work shall be deemed to be available and subject to call by the city. During the emergency and after notice to the contractor to report to the work site the contractor shall give preference to the city and not use the equipment listed herein for removal of snow from private parking

areas, e.g. shopping centers, parking lots, drive ways, etc., except that permission may be granted by the City's representative to release the equipment for that purpose.

Note:

When the contractor's equipment is called in to help and the job is finished the operator of that equipment is to notify the Street Commissioner, his representative or the Street Department Dispatcher of the following:

1. That he is finished with his assigned area.
2. Give the amount of hours he has worked.
3. Also, give the area where the snow was removed...

) BIDDERS PROPOSAL:

For the equipment, operator and supervision, the bidder submits the hourly rates as listed herein.

Overtime rates shall apply after the operator has been employed eight (8) consecutive straight time hours.

Sunday and Holiday rates shall apply when worked on Sundays and Holidays, and no additional overtime remuneration will apply for work performed on these days.

RATE TABLE SCHEDULE "1"

DESCRIPTION	HOW MANY AVAILABLE	BIDDERS PROPOSAL-HOURLY RATES STRAIGHT TIME	OVERTIME PREMIUM	SUNDAYS & HOLIDAYS	CALL-IN OR TRAVEL PAY
DERS					
Ft. de					
Ft. de					
DERS					
d. Cap.					
d. Cap.					
d. Cap.					
d. Cap.					
LDZERS					
or Larger					
CKS					
- 15 Yd. Tandem Tri-Axle Tri-axle	13 25	26.00 29.50	4.00 4.00	34.00 37.50	2 hrs.
4 to 1½ Ton trucks with ing or reversible snow ow blades.					



☒ AMERICAN STATES INSURANCE COMPANY
Indianapolis, Indiana

☐ AMERICAN ECONOMY INSURANCE COMPANY
Indianapolis, Indiana

☐ AMERICAN STATES INSURANCE COMPANY OF TEXAS
Dallas, Texas

This is to certify that the following policies issued by the company indicated above are in full force and effect as of the date of this certificate. Nothing in this certificate, attached thereto or made a part thereof, shall be construed to broaden or amend coverage under such policies beyond the limits, terms, conditions and exclusions contained therein.

Insured Graves Trucking, Inc.

Address of Insured 7432 Lower Huntington Road, Fort Wayne, Indiana

States in which Workmen's Compensation is provided Indiana

Description of Work Trucking

GENERAL LIABILITY	HAZARDS	POLICY NUMBER	EXPIRATION DATE	BODILY INJURY LIMITS		PROPERTY DAMAGE LIMITS	
				Each Person	Each Occurrence	Each Occurrence	Aggregate
	PREMISES—OPERATIONS	CL 094 931	7-1-76		500,000	250,000	250,000
	OWNERS OR CONTRACTORS PROTECTIVE	CL 094 931	7-1-76		500,000	250,000	250,000
	COMPLETED OPERATIONS PRODUCTS			AGGREGATE:			
	BLANKET CONTRACTUAL LIABILITY						
	CONTRACTUAL LIABILITY AS DESCRIBED BELOW*						
	XCU HAZARDS—EXPLOSION, COLLAPSE & UNDERGROUND						
COVERAGE IS PROVIDED UNDER:				<input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY POLICY		<input type="checkbox"/> SCHEDULE LIABILITY POLICY	
AUTOMOBILE	OWNED AUTOMOBILES	CL 094 931	7-1-76	250,000	500,000	250,000	
	HIRED AUTOMOBILES	CL 094 931	7-1-76	250,000	500,000	250,000	
	NON-OWNED AUTOMOBILES	CL 094 931	7-1-76	250,000	500,000	250,000	
COVERAGE IS PROVIDED UNDER:				<input type="checkbox"/> COMPREHENSIVE AUTOMOBILE LIABILITY POLICY		<input type="checkbox"/> SCHEDULE AUTO LIABILITY POLICY	
W C	WORKMEN'S COMPENSATION	WC 159 330	7-1-76	STATUTORY	EMPLOYERS LIA. LIMIT \$ <u>\$100,000 unless other amount shown.</u>		
	OCCUPATIONAL DISEASES	<input type="checkbox"/> INCLUDED	<input type="checkbox"/> EXCLUDED UNDER ABOVE W C POLICY				
UMBRELLA LIABILITY				\$ _____,000. combined single limit Personal Injury, Property Damage and Advertising Liability in excess of Primary Insurance listed in Schedule A of the Policy or o self insured retention of \$ _____ \$100,000 unless other amount shown.			

This certificate is issued to City of Fort Wayne Department of Purchases

whose address is City-County Bldg., One Main St. Fort Wayne, In. 46802

In the event of any material change in or cancellation of said policies, the Company agrees to notify the party to whom this certificate is issued (10) days before such change or cancellation but assumes no responsibility for failure to do so.

*Description of Specific Contract(s) for which Certificate is issued:

Type of Contract or Agreement _____

Party or Parties _____

Date of Contract _____

Date _____

By _____

AUTHORIZED REPRESENTATIVE OR OFFICIAL

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Maxie L. Graves, Sec.
 Bidder or Agent

For Graves Trucking, Inc.
 Firm or Corporation

Subscribed and sworn to before me this 15th day of December, 1975

My Commission Expires

April 20, 1976

Betty M. Coe
 Notary

News	
Sentinel	x
Journal	
Gazette	x
Other	

DATE December 5, 1975

Kindly publish the following advertisement on the dates as shown and issue invoice to *

* Department Street Department
Address 231 South Clinton Street
Fort Wayne, Indiana 46802

Department of Purchases
City of Fort Wayne //

By G. T. Winters

BIDS WANTED - REFERENCE NO. 690

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Thursday - December 18, 1975 - 11:00 A.M. for the following items:

Hired Construction Equipment for Snow Removal, Graders,
Loaders, Bulldozers, Trucks, Etc.

Each Bidder must submit a current 1975 written Affirmative Action Program with his or her bid - or - have it on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.

[illegible]

Department of Purchases
City of Fort Wayne
By A.T. Demetroff
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

12-9-75

12-16-75

LEGAL NOTICE x

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐

Check No. in the sum of

.....Dollars

on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

If corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

.....
Name of Bidder—Print or Type

By
Signature of Person Authorized to Sign

Title

.....
Street Name and Number

.....
City, State and Zip Code

Date

Witnessed by:

SURETY

.....
Name of Company — Print or Type

Incorporated
In the State of:

Address

By
Sign on this Line

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

S-76-01-20

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers Civil City Purchase Order #3-32544 to Brudi Stone & Gravel Company for blanket purchase order for emergency snow removal (as required).
(See Bid Ref. #690 attached)

EFFECT OF PASSAGE Street Department able to handle emergency snow removals

EFFECT OF NON-PASSAGE Street Department unable to handle emergency snow removals

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Blanket purchase order

ASSIGNED TO COMMITTEE

Public Works M.